

13. All documents reflecting the number of sales calls made by VersaTrans on school districts in each year since 1987, or since VersaTrans's inception, if VersaTrans was not then in business.



FOSTER PEPPER PLC

Direct Phone (206) 447-5142  
Direct Facsimile (206) 749-1949  
E-Mail bulls@foster.com

February 14, 2011

VIA MESSENGER

Tyler Technologies, Inc.  
5949 Sherry Lane, Suite 1400  
Dallas, TX 75225

Re: *Education Logistics, Inc., et al. v. Laidlaw Transit, Inc.*  
U.S. District Court for the District of Montana, Missoula Division, Cause No.  
CV-07-06-M-DWM

Dear Sir or Madam:

We represent Education Logistics, Inc. and Logistics Management, Inc. (collectively, "Edulog"), plaintiffs in the above-referenced lawsuit. Enclosed is a copy of a Subpoena in a Civil Action to Tyler Technologies, Inc. The subpoena directs you to produce and permit inspection and copying of the requested documents on February 28, 2011 at 10:00 a.m. at ATTN: Stephen C. Schoettmer, Thompson & Knight LLP, One Arts Plaza, 1722 Rough Street, Suite 1500, Dallas TX 75201.

The requested documents relate to Edulog's claim against Laidlaw Transit, Inc. that it has failed to use its best efforts to promote Edulog's routing software as required by Edulog's 1992 agreement with Laidlaw. To understand the impact of Laidlaw's breach of contract on Edulog's sales and Laidlaw's actions in promoting competing software, we are requesting historical financial and sales data from you for the period 1987 to present.

Edulog served a subpoena on Tyler Technologies in this matter in October 2008. In response, Tyler Technologies objected to much of the requested production. Shortly after Tyler Technologies asserted its objections, the Montana court dismissed Edulog's duty to promote claim. As a result, Edulog did not seek to enforce the 2008 subpoena. Now however, Edulog's claim has been reinstated and Edulog is serving this revised subpoena on Tyler Technologies.

Tyler Technologies previous objections generally asserted that the requested material "require[d] disclosure of trade secret or confidential information." A protective order has been entered in this lawsuit and is enclosed with this letter and subpoena. It protects the confidentiality of documents and other information produced in discovery by the parties to this lawsuit. If the documents you produce in response to the subpoena are confidential and you wish to avail yourselves of the protections afforded by the order, please advise us and we will work with you to obtain appropriate protection from the Court.

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Please contact me with any questions. Thank you, in advance, for your cooperation and assistance.

Very truly yours,



Samuel T. Bull

Enclosures

cc: Chuck Nomellini  
Ronald Bender  
Stephen Schoettmer  
Debra Parker  
James Jordan  
Devon Sharp

**FILED**

**AUG 18 2008**

PATRICK E. DUFFY, CLERK

By DEPUTY CLERK, MISSOULA

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
MISSOULA DIVISION

EDUCATION LOGISTICS, INC., a Montana  
corporation, and LOGISTICS MANAGEMENT,  
INC., a Washington corporation,

Plaintiffs,

-vs-

LAIDLAW TRANSIT, INC., a Delaware  
corporation,

Defendant.

Cause No. CV-07-06-M-DWM

**PROTECTIVE ORDER**

This matter having come before the Court on the stipulation of the parties and it

appearing to the Court that confidential and proprietary information, including both technical and sales related information, relative to the software licensing agreement that is the subject of this lawsuit will be requested, produced and exchanged and good cause appearing;

IT IS HEREBY ORDERED, pursuant to Rule 26(c), F.R.Civ. P.:

1. All discovery designated Confidential or Attorneys' Eyes Only Information under this Protective Order shall be used solely for the purpose of prosecuting or defending the Proceeding and for no other purpose.

2. The party producing discovery material containing information that is not publicly available may designate as "Confidential" any information that it in good faith believes embodies confidential information ("Confidential Information"). The producing party may designate Confidential Information by stamping each page of a document containing such Confidential Information with the legend "Confidential." With respect to multi-page documents which contain Confidential Information, the designation may be made by stamping only the first page thereof "Confidential." Inadvertent failure to designate material as Confidential shall not be deemed a waiver of any claim of confidentiality as to such matter, and the same thereafter may be corrected by supplemental written notice.

3. Confidential Information may be disclosed to or made available by the party receiving such information, only to the following "Qualified Persons" as defined herein. The term "Qualified Persons" means:

(a) The Court and employees thereof if filed under seal, unless the Court orders otherwise;

- (b) Any party to the Proceeding (including in-house counsel, employees and agents of the parties);
- (c) Outside counsel of record to any party to the Proceeding;
- (d) Court reporters;
- (e) Outside experts, advisors or consultants retained by counsel of record in the Proceeding, but only to the extent reasonably deemed necessary by such counsel of record; provided that such experts, advisors or consultants are not employed by any non-party competitor of the producing party and that prior to disclosure of any Confidential Information, counsel for the party proposing such disclosure shall deliver a copy of this Protective Order to any such expert, advisor or consultant, shall explain the terms of the Protective Order, and such expert, advisor or consultant shall execute a copy of the Confidentiality Agreement in the form of Exhibit A. The expert, advisor, or consultant shall further acknowledge that he or she is subject to the jurisdiction of the Court and to any other court that may obtain jurisdiction. A copy of each such undertaking shall be forwarded to the other parties at the end of the Proceeding or at the time the identity of the expert, advisor or consultant is disclosed. If any expert, advisor or consultant is called to testify, a copy of such person's undertaking will be provided to the other party no later than that time;
- (f) Potential fact witnesses, to the extent reasonably necessary, in connection with their testimony or in preparation thereof, provided that such witness is given a copy of the Protective Order, is advised that he or she is subject to its terms and

conditions and acknowledges the terms thereof by the execution of the Confidentiality Agreement in the form of Exhibit A. The witness shall further acknowledge that he or she is subject to the jurisdiction of the Court and to any other court that may obtain jurisdiction. A copy of such Confidentiality Agreement shall be furnished to the other parties at the end of the Proceeding or the time the identity of the fact witness is disclosed. In the case of actual testimony, the witness shall acknowledge on the record that he or she has read the Stipulated Protective Order and will abide by its terms; and

- (g) Other persons only after notice to all parties and upon order of the Court, or upon prior written consent of the producing party.

4. The terms counsel, expert, advisor and consultant include their staff who are assigned to and necessary to assist such counsel, expert, advisor or consultant in the preparation of this litigation.

5. The party producing discovery material containing information that is more highly private than Confidential Information may designate such documents or information for attorneys' eyes only ("Attorneys' Eyes Only Information"). The purpose of the Attorneys' Eyes Only Information designation is to provide a mechanism whereby the parties may produce certain documents containing confidential financial, customer, and/or proprietary information to opposing counsel for use in this Proceeding without those documents and information being made available to the opposing parties themselves, or their agents, except by a further specific agreement of the parties or order of the Court.

6. The producing party may designate Attorneys' Eyes Only Information by stamping

each page of a document containing such Attorneys' Eyes Only Information with the legend "Attorneys' Eyes Only." With respect to multi-page documents which contain Attorneys' Eyes Only Information, the designation may be made by stamping only the first page thereof "Attorneys' Eyes Only." Inadvertent failure to designate material as Attorneys' Eyes Only shall not be deemed a waiver of any claim of confidentiality as to such matter, and the same thereafter may be corrected by supplemental written notice.

7. Attorneys' Eyes Only Information may be disclosed to or made available by the party receiving such information only to the following "Qualified Persons for Attorneys' Eyes Only Information" as defined herein. The term "Qualified Persons for Attorneys' Eyes Only Information" means:

- (a) The attorneys of record working on this Proceeding on behalf of any party and any paralegal assistants, stenographic and clerical employees working under the direct supervision of such counsel;
- (b) The Court and the employees thereof, including necessary stenographic and clerical personnel (e.g., court reporters) if filed under seal, unless the Court orders otherwise;
- (c) The parties' outside expert(s) or consultant(s) whom counsel, in good faith, require to provide assistance in the course of this Proceeding; provided that such experts, advisors or consultants are not employed by any competitor of the producing party and that prior to disclosure of any Attorneys' Eyes Only Information, counsel for the party proposing such disclosure shall deliver a copy of this Protective Order to any such expert, advisor or consultant, shall explain the

terms of the Protective Order, and such expert, advisor or consultant shall execute a copy of the Confidentiality Agreement in the form of Exhibit A. A copy of each such undertaking shall be forwarded to the other parties at the end of the Proceeding or at the time the identity of the expert, advisor or consultant is disclosed. If any expert, advisor or consultant is called to testify, a copy of such person's undertaking will be provided to the other party no later than that time;

(d) In-house counsel for a party who is required to work directly on this Proceeding, with disclosure only to the extent necessary to perform such work and with the restriction that in house counsel may not share the documents or information with his or her client; and

(e) Any person of whom testimony is taken, if the Attorneys' Eyes Only Information was produced by the party with which the witness is employed, except that such person may only be shown copies of Attorneys' Eyes Only Information during his or her testimony, and may not retain any Attorneys' Eyes Only Information after his or her testimony and further provided that such witness is given a copy of the Protective Order, is advised that he or she is subject to its terms and conditions and acknowledges the terms thereof by the execution of the Confidentiality Agreement in the form of Exhibit A. A copy of such Confidentiality Agreement shall be furnished to the other parties at the end of the Proceeding or the time the identity of the fact witness is disclosed. In the case of actual testimony, the witness shall acknowledge on the record that he or she has read the Stipulated Protective Order and will abide by its terms.

8. Nothing in this Protective Order shall preclude any party to this Proceeding or their attorneys from disclosing or using, in any manner or for any purpose, any information or documents from the party's own files which the party itself has designated as Confidential or Attorneys' Eyes Only.

9. All Qualified Persons who have received Confidential and/or Attorneys' Eyes Only Information pursuant hereto shall safeguard such information so as to prevent its disclosure to persons who are not Qualified Persons entitled to see such Confidential and/or Attorneys' Eyes Only Information.

10. Subject to the Civil Rules and Rules of Evidence, documents containing Confidential and/or Attorneys' Eyes Only Information may be offered into evidence in the Proceeding or as part of any hearing related thereto, only on the following conditions:

- (a) Use as an Exhibit at Trial. Prior to using any Confidential or Attorneys' Eyes Only information as an exhibit at trial, the attorneys for both parties will meet and confer regarding those documents that will be marked for identification as exhibits by the parties. The parties will raise concerns with the sealing of particular exhibits during the pre-trial conference with the Court, in compliance with L. R. 7.4, and the Court will make the ultimate determination of whether a particular document should be submitted under seal at trial. The party who made the confidential designation shall bear the ultimate burden to show that the document is actually confidential regardless of who actually identified the document as an exhibit at trial.
- (b) Use in Any Other Filing. In the event that any party intends to use a

document designated as Confidential or Attorney's Eyes Only in any Court filing or pleading, including as an exhibit to a declaration in support of a dispositive motion, then prior to filing the document, the party offering the document will file the document under seal and file a motion for leave to rely on a sealed document pursuant to L.R. 7.4. The filing of a motion under this section is not intended to be and shall not be deemed to be an admission by the moving party that a document is confidential; rather, the party who made the confidential designation shall bear the ultimate burden to show that the document is actually confidential, and the moving party is not barred from objecting to the designation.

11. Any party to the Proceeding to whom Confidential and/or Attorneys' Eyes Only Information is produced or disclosed may object to the Confidential and/or Attorneys' Eyes Only designation. The objection shall be made in writing to counsel for the designating party (the "Notice"). The Notice shall have attached a copy of such designated material or shall identify each subject document by production number and shall (a) state that the receiving party objects to the designation and (b) set forth the particular reasons for such objection. Counsel shall confer in good faith in an effort to resolve any dispute concerning such designation. If the objection cannot be resolved by agreement within ten (10) calendar days of the date of service of the objection, the objecting party may move to remove the Confidential and/or Attorneys' Eyes Only designation. All material whose designation is so objected to shall continue to be treated as Confidential and/or Attorneys' Eyes Only Information until there is a ruling to the contrary.

12. Further, any party may move for an order that Confidential or Attorneys' Eyes Only Information offered in evidence be received under conditions to prevent its disclosure to

persons or entities not entitled under this Protective Order to have access to it.

13. All Confidential and/or Attorneys' Eyes Only Information and all copies thereof shall be destroyed, and certified to the producing party as having been destroyed, or returned to counsel for the producing party within sixty (60) days after the final conclusion of the Proceeding.

14. After the termination of this Proceeding, this Protective Order shall continue to be binding upon the parties hereto, and upon all persons to whom Confidential and/or Attorneys' Eyes Only Information has been disclosed or communicated.

15. The inadvertent production of any discovery material shall be without prejudice to any claim that such material is privileged and/or protected from discovery as work product, and the producing party shall not be held to have waived any such claim by inadvertent production, provided that the producing party promptly advises the other parties of its position and identifies the documents to which the assertion is claimed. All inadvertently produced material as to which a claim of privilege is asserted and any copies thereof shall be returned promptly.

16. If Confidential and/or Attorneys' Eyes Only Information is disclosed to any person other than in the manner authorized by this Protective Order, the person responsible for the disclosure shall immediately bring all pertinent facts relating to such disclosure to the attention of counsel for all parties, without prejudice to other rights and remedies of any party, and shall make every effort to prevent further disclosure by it or by the person who was the recipient of such information.

17. Any notice required or permitted herein shall be made to the parties' counsels or

record. Notice may be by telephone with facsimile confirmation or other such means so as to provide timely notice as appropriate.

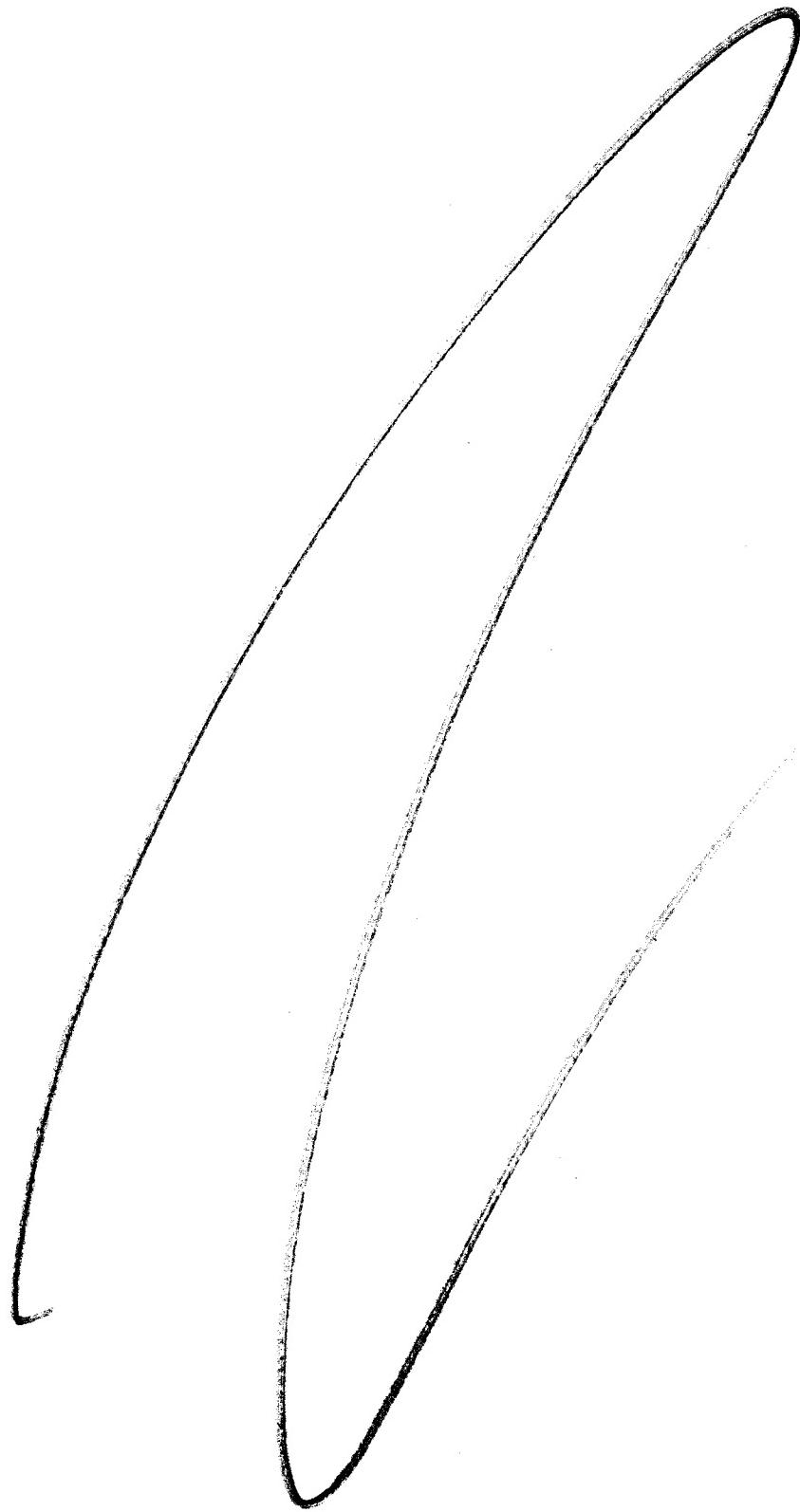
18. Nothing herein shall prevent the parties from seeking an order from the Court further restricting the use or access to information.

19. Each of the parties hereto shall be entitled to seek modification of this Protective Order for good cause shown by application to the Court on reasonable notice to the other parties hereto.

Dated this 15 day of August, 2008

Honorable Donald W. Molloy  
United States District Judge

15:25



K&amp;L|GATES

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February 28, 2011

Andrew B. Russell  
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[andrew.russell@klgates.com](mailto:andrew.russell@klgates.com)

**VIA FACSIMILE AND CMRRR**

Samuel T. Bull  
 FOSTER PEPPER PLLC  
 1111 Third Avenue, Suite 4300  
 Seattle, WA 98101

Re: *Education Logistics, Inc., et al. v. Laidlaw Transit, Inc.*

Dear Mr. Bull:

I represent Tyler Technologies, Inc. ("Tyler Technologies"). Pursuant to Federal Rule of Civil Procedure 45, Tyler Technologies serves the following responses and objections to Education Logistics, Inc. et al.'s ("Plaintiffs") Subpoena to Produce Documents, Information, or Objects in a Civil Action (the "Subpoena") as follows:

**GLOBAL OBJECTIONS**

1. Tyler Technologies objects to the Subpoena as it calls for production at a location greater than 100 miles from where the subpoena was served. Additionally, documents potentially responsive to the Subpoena are not within 100 miles of the location of service or the specified location of production.
2. Tyler Technologies objects to the contents and requirements of Plaintiffs' Instructions and Definitions as contained in the Subpoena, to the extent they are overly broad and impose burdens upon Tyler Technologies that exceed the scope of the Federal Rules of Civil Procedure (the "Rules"), and to the extent that they ascribe meanings to words beyond or different from their ordinary and commonly understood meanings. Tyler Technologies does not agree to be bound by any of the requirements of Plaintiffs' Definitions or Instructions that exceed, among other things, the ordinary and commonly understood meanings of words or terms, the Rules, the Federal Rules of Civil Evidence, and/or relevant case law, as applicable.
3. Tyler Technologies objects to the Subpoena to the extent it asks for information or documents already in Plaintiffs' possession, custody or control, equally available to the Plaintiffs and/or in the public domain, or otherwise obtainable from some other source that is more convenient, less burdensome or less expensive, or for which the burden of expense of the discovery outweighs its likely benefit.



Samuel T. Bull  
February 28, 2011  
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4. Tyler Technologies objects to the Subpoena because the discovery sought therein is irrelevant to the current dispute between Plaintiffs and Defendants and not reasonably calculated to lead to the discovery of admissible evidence. The Subpoena is overbroad in light of the issues and questions of law before the court with regard to Plaintiffs' complaint.

5. Tyler Technologies objects to the Subpoena to the extent the discovery sought therein seeks the production of information protected by the attorney client privilege, work product doctrine or other applicable privilege against discovery.

6. Tyler Technologies objects to the Subpoena to the extent it causes an undue burden on Tyler Technologies to comply with the subpoena without reimbursement by Plaintiffs of Tyler Technologies' costs and expenses.

7. The foregoing objections are specifically incorporated into each of Tyler Technologies' Responses below.

#### **RESPONSES AND OBJECTIONS TO REQUESTS FOR PRODUCTION**

1. All contracts entered into between VersaTrans and Laidlaw including without limitation all drafts of same, and all copies with any hand-written notes thereon.

#### **RESPONSE:**

Tyler Technologies objects to the extent the request requires disclosure of information protected by the attorney client or work product privileges. Tyler Technologies further objects to the request to the extent it seeks documents and information that are confidential, proprietary or trade secret information. Tyler Technologies objects to the request as overly broad and unduly burdensome. Tyler Technologies objects to the request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Tyler further objects as Plaintiffs should seek this information from parties to the case. Indeed, it is Tyler Technologies' understanding that Plaintiffs are currently seeking this information from Laidlaw, but Laidlaw has objected to the discovery. Tyler Technologies, as a non-party to this proceeding, should not be forced to produce documents or incur fees and costs associated with this discovery until Plaintiffs, Laidlaw and the Court have resolved these discovery issues between the parties to the litigation.

Tyler Technologies will not produce documents in response to this request.

Samuel T. Bull  
February 28, 2011  
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2. All documents, including but not limited to, correspondence, letters, memos, emails, faxes, and hand-delivered notes, exchanges between Laidlaw and any employee or former employee of VersaTrans related to the purchase, provision, installation, or promotion of bus routing software, including those circumstances in which routing software was discussed as part of the larger package.

**RESPONSE:**

Tyler Technologies objects to the extent the request requires disclosure of information protected by the attorney client or work product privileges. Tyler Technologies further objects to the request to the extent it seeks documents and information that are confidential, proprietary or trade secret information. Tyler Technologies objects to the request as overly broad and unduly burdensome. Tyler Technologies objects to the request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Tyler further objects as Plaintiffs should seek this information from parties to the case. Indeed, it is Tyler Technologies' understanding that Plaintiffs are currently seeking this information from Laidlaw, but Laidlaw has objected to the discovery. Tyler Technologies, as a non-party to this proceeding, should not be forced to produce documents or incur fees and costs associated with this discovery until Plaintiffs, Laidlaw and the Court have resolved these discovery issues between the parties to the litigation.

Tyler Technologies will not produce documents in response to this request.

3. All documents, including, but not limited to, correspondence, letters, memos, emails, faxes, and hand-delivered notes, exchanged between VersaTrans and any third-party related to the promotion by Laidlaw of VersaTrans services and products.

**RESPONSE:**

Tyler Technologies objects to the extent the request requires disclosure of information protected by the attorney client or work product privileges. Tyler Technologies further objects to the request to the extent it seeks documents and information that are confidential, proprietary or trade secret information. Tyler Technologies objects to the request as overly broad and unduly burdensome.

Samuel T. Bull  
February 28, 2011  
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Tyler further objects as Plaintiffs should seek this information from parties to the case. Indeed, it is Tyler Technologies' understanding that Plaintiffs are currently seeking this information from Laidlaw, but Laidlaw has objected to the discovery. Tyler Technologies, as a non-party to this proceeding, should not be forced to produce documents or incur fees and costs associated with this discovery until Plaintiffs, Laidlaw and the Court have resolved these discovery issues between the parties to the litigation.

Tyler Technologies will not produce documents in response to this request.

4. All sales and/or promotional material provided by VersaTrans to Laidlaw related, even in part, to bus routing software.

**RESPONSE:**

Tyler Technologies objects to the extent the request requires disclosure of information protected by the attorney client or work product privileges. Tyler Technologies further objects to the request to the extent it seeks documents and information that are confidential, proprietary or trade secret information. Tyler Technologies objects to the request as overly broad and unduly burdensome. Tyler Technologies objects to the request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Tyler further objects as Plaintiffs should seek this information from parties to the case. Indeed, it is Tyler Technologies' understanding that Plaintiffs are currently seeking this information from Laidlaw, but Laidlaw has objected to the discovery. Tyler Technologies, as a non-party to this proceeding, should not be forced to produce documents or incur fees and costs associated with this discovery until Plaintiffs, Laidlaw and the Court have resolved these discovery issues between the parties to the litigation.

Tyler Technologies will not produce documents in response to this request.

5. All documents reflecting the number of requests for proposals that VersaTrans received from school districts or school bus contractors (such as Laidlaw) to which VersaTrans responded in each year from 2003 to present.

Samuel T. Bull  
February 28, 2011  
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**RESPONSE:**

Tyler Technologies objects to the request to the extent it seeks documents and information that are Tyler Technologies' trade secret information or other confidential research, development, or commercial information. Tyler Technologies further objects to the request as overly broad and unduly burdensome. Tyler Technologies objects to the request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Tyler Technologies objects to the request as vague and ambiguous.

Tyler Technologies will not produce documents in response to this request.

- 6. All documents reflecting the number of request for proposals received from school districts or school bus contractors (such as Laidlaw) to which VersaTrans responded in each year from 2003 to present.**

**RESPONSE:**

Tyler Technologies objects to the request to the extent it seeks documents and information that are Tyler Technologies' trade secret information or other confidential research, development, or commercial information. Tyler Technologies further objects to the request as overly broad and unduly burdensome. Tyler Technologies objects to the request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Tyler Technologies objects to the request as vague and ambiguous.

Tyler Technologies will not produce documents in response to this request.

- 7. All VersaTrans responses to requests for proposals received from school districts or school bus contractors (such as Laidlaw) from 2003 to present.**

**RESPONSE:**

Tyler Technologies objects to the request to the extent it seeks documents and information that are Tyler Technologies' trade secret information or other confidential research, development, or commercial information. Tyler Technologies further objects to the request as overly broad and unduly burdensome. Tyler Technologies objects to the request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Tyler Technologies objects to the request as vague and ambiguous.

Samuel T. Bull  
February 28, 2011  
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Tyler Technologies will not produce documents in response to this request.

8. **All documents reflecting revenue received by VersaTrans relating to the sale of routing software from initial sales to school districts in each year since 1987, or since VersaTrans's inception, if VersaTrans was not then in business.**

**RESPONSE:**

Tyler Technologies objects to the extent the request requires disclosure of information protected by the attorney client or work product privileges. Tyler Technologies further objects to the request to the extent it seeks documents and information that are Tyler Technologies' trade secret information or other confidential research, development, or commercial information. Tyler Technologies further objects to the request as overly broad and unduly burdensome. Tyler Technologies objects to the request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Tyler Technologies objects to the request as vague and ambiguous. Tyler Technologies also objects to the request as harassing and vexatious.

Tyler Technologies will not produce documents in response to this request.

9. **All documents reflecting revenue received by VersaTrans from annual licensing and/or maintenance fees relating to routing software from each school district in each year since 1987, or since VersaTrans's inception, if VersaTrans was not then in business.**

**RESPONSE:**

Tyler Technologies objects to the extent the request requires disclosure of information protected by the attorney client or work product privileges. Tyler Technologies further objects to the request to the extent it seeks documents and information that are Tyler Technologies' trade secret information or other confidential research, development, or commercial information. Tyler Technologies further objects to the request as overly broad and unduly burdensome. Tyler Technologies objects to the request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Tyler Technologies objects to the request as vague and ambiguous. Tyler Technologies also objects to the request as harassing and vexatious.

Samuel T. Bull  
February 28, 2011  
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Tyler Technologies will not produce documents in response to this request.

10. All documents reflecting VersaTrans's aggregate sales of routing software in each year since 1987, or since VersaTrans's inception, if VersaTrans was not then in business.

**RESPONSE:**

Tyler Technologies objects to the extent the request requires disclosure of information protected by the attorney client or work product privileges. Tyler Technologies further objects to the request to the extent it seeks documents and information that are Tyler Technologies' trade secret information or other confidential research, development, or commercial information. Tyler Technologies further objects to the request as overly broad and unduly burdensome. Tyler Technologies objects to the request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Tyler Technologies objects to the request as vague and ambiguous. Tyler Technologies also objects to the request as harassing and vexatious.

Tyler Technologies will not produce documents in response to this request.

11. All documents reflecting the number of salespeople in VersaTrans's sales force in each year since 1987, or since VersaTrans's inception, if VersaTrans was not then in business.

**RESPONSE:**

Tyler Technologies objects to the extent the request requires disclosure of information protected by the attorney client or work product privileges. Tyler Technologies further objects to the request to the extent it seeks documents and information that are Tyler Technologies' trade secret information or other confidential research, development, or commercial information. Tyler Technologies further objects to the request as overly broad and unduly burdensome. Tyler Technologies objects to the request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Tyler Technologies objects to the request as vague and ambiguous. Tyler Technologies also objects to the request as harassing and vexatious.

Tyler Technologies will not produce documents in response to this request.

Samuel T. Bull  
February 28, 2011  
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12. All documents reflecting VersaTrans's market and sales promotion budget in each year since 1987, or since VersaTrans's inception, if VersaTrans was not then in business.

**RESPONSE:**

Tyler Technologies objects to the extent the request requires disclosure of information protected by the attorney client or work product privileges. Tyler Technologies further objects to the request to the extent it seeks documents and information that are Tyler Technologies' trade secret information or other confidential research, development, or commercial information. Tyler Technologies further objects to the request as overly broad and unduly burdensome. Tyler Technologies objects to the request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Tyler Technologies objects to the request as vague and ambiguous. Tyler Technologies also objects to the request as harassing and vexatious.

Tyler Technologies will not produce documents in response to this request.

13. All documents reflecting the number of sales calls made by VersaTrans on school districts in each year since 1987, or since VersaTrans's inception, if VersaTrans was not then in business.

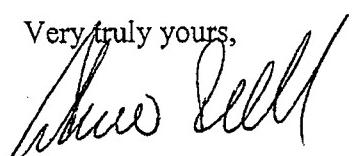
**RESPONSE:**

Tyler Technologies objects to the extent the request requires disclosure of information protected by the attorney client or work product privileges. Tyler Technologies further objects to the request to the extent it seeks documents and information that are Tyler Technologies' trade secret information or other confidential research, development, or commercial information. Tyler Technologies further objects to the request as overly broad and unduly burdensome. Tyler Technologies objects to the request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Tyler Technologies objects to the request as vague and ambiguous. Tyler Technologies also objects to the request as harassing and vexatious.

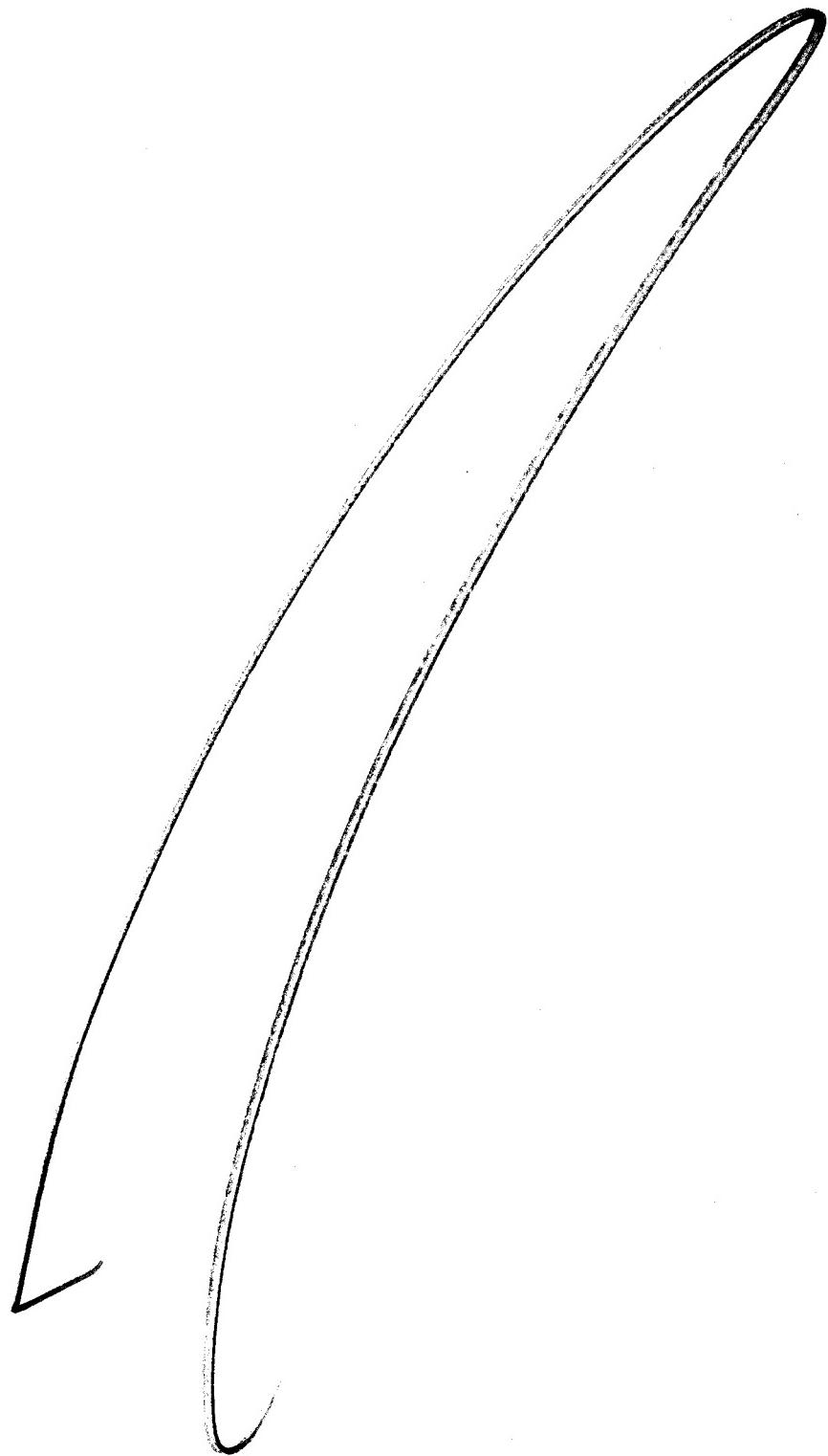
Tyler Technologies will not produce documents in response to this request.

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Very truly yours,

A handwritten signature in black ink, appearing to read "Andrew B. Russell".

Andrew B. Russell



**In The Matter Of:**  
*Education Logistics, Inc., et al. v.*  
*Laidlaw Transit, Inc.*

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*Sean O'Halloran*  
*Vol. II*  
*April 22, 2009*  
*CV 07-06-M-DWM*

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*Missoula, MT 59807-7765*  
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*mla@martin-lake.net*

Original File sh04.22.09.txt  
Min-U-Script® with Word Index



**Education Logistics, Inc., et al. v.  
Laidlaw Transit, Inc.**

**CV 07-06-M-DWM**

**Sean O'Halloran - Vol. II**  
**April 22, 2009**

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1	A P P E A R A N C E S	1	S T I P U L A T I O N S
2	RONALD A. BENDER, Esq., of Worden Thane P.C., 600	2	
3	The Florence, P.O. Box 4747, Missoula, Montana	3	It was stipulated by and between counsel
4	59806, and	4	for the respective parties that the deposition be
5	SAMUEL T. BULL, Esq., of Foster, Pepper &	5	taken by Julie M. Lake, RDR, CRR, CSR, Freelance
6	Shefelman, PLLC, 34th Floor, 1111 3rd Avenue,	6	Court Reporter and Notary Public for the State of
7	Seattle, Washington 98101,	7	Montana, residing in Missoula, Montana.
8	appearing on behalf of the Plaintiffs.	8	
9	MARCIA DAVENPORT, Esq., of the Crowley Law Firm,	9	It was further stipulated and agreed by
10	100 North Park Avenue, Suite 300, P.O. Box 797,	10	and between counsel for the respective parties
11	Helena, MT 59624-0797	11	that the deposition be taken in accordance with
12	appearing on behalf of the Defendants.	12	the Federal Rules of Civil Procedure.
13	ALSO PRESENT: Bill Swendsen	13	
14		14	It was further stipulated and agreed by
15		15	and between counsel for the respective parties and
16		16	the witness that the reading and signing of the
17		17	deposition would be expressly reserved.
18		18	
19		19	
20		20	
21		21	
22		22	
23		23	
24		24	
25		25	

Education Logistics, Inc., et al. v.  
Laidlaw Transit, Inc.

CV 07-06-M-DWM

Sean O'Halloran - Vol. II  
April 22, 2009

09:02:06-09:02:48	Page 84	09:04:53-09:05:41	Page 86
<p>1 WEDNESDAY, APRIL 22, 2009</p> <p>2 Thereupon,</p> <p>3 SEAN O'HALLORAN,</p> <p>4 having been sworn to tell the truth, testified as</p> <p>5 follows:</p> <p>6 EXAMINATION</p> <p>7 BY MR. BULL:</p> <p>8 Q. Mr. O'Halloran, as you recall, I'm Sam</p> <p>9 Bull. I'm an attorney for Education Logistics and</p> <p>10 Logistics Management.</p> <p>11 Our session today is a continuation of a</p> <p>12 previous deposition we had with you last month.</p> <p>13 And I know you know the drill, but just to make</p> <p>14 sure that we're all on the same page, I'm just</p> <p>15 going to reiterate some of the considerations when</p> <p>16 we're doing the deposition. Okay?</p> <p>17 A. Okay.</p> <p>18 Q. Remember we want to make sure that we</p> <p>19 don't talk over each other; so when I ask a</p> <p>20 question, you should make sure you let me finish</p> <p>21 and I'm going to do my best to let you finish your</p> <p>22 answers.</p> <p>23 If counsel for Laidlaw objects, you</p> <p>24 should let her finish her objection and then after</p> <p>25 she's finished her objection, you still need to</p>		<p>1 under the perpetual license, and one type of</p> <p>2 access was remote access. Do you recall that?</p> <p>3 A. Yes.</p> <p>4 Q. And I believe you previously testified</p> <p>5 that some school districts receive remote access</p> <p>6 to Edulog software in a read-only capability; is</p> <p>7 that correct?</p> <p>8 A. That is correct.</p> <p>9 Q. In those instances is the school district</p> <p>10 connecting to the Edulog software remotely?</p> <p>11 A. Yes.</p> <p>12 Q. And is that software located on a Laidlaw</p> <p>13 server?</p> <p>14 A. Yes, it is.</p> <p>15 Q. And if, for example, Laidlaw upgrades its</p> <p>16 version of the software, if a new version of the</p> <p>17 Edulog routing software comes out, is the school</p> <p>18 district also getting access to that upgraded</p> <p>19 version of the software?</p> <p>20 A. Yes, they are.</p> <p>21 Q. So any time--with respect to remote</p> <p>22 access, any time that Laidlaw upgrades the version</p> <p>23 of the Edulog routing software that's running, the</p> <p>24 school district is receiving access to that</p> <p>25 upgraded version?</p>	
09:03:01-09:04:36	Page 85	09:06:12-09:07:02	Page 87
<p>1 answer the question to the best you can. If you</p> <p>2 don't understand the question, please let me know</p> <p>3 and I will try to make it more understandable.</p> <p>4 Does that sound good?</p> <p>5 A. Yes.</p> <p>6 Q. Is there any reason why you aren't able</p> <p>7 to testify fully and truthfully today?</p> <p>8 A. No, there isn't.</p> <p>9 Q. Are you familiar with Edulog's boundary</p> <p>10 planning software?</p> <p>11 A. Yes, I am.</p> <p>12 Q. Are you also familiar with Edulog's</p> <p>13 boundary optimization software?</p> <p>14 A. Yes, I am.</p> <p>15 Q. Is boundary planning software, is that an</p> <p>16 independent product from Edulog's routing</p> <p>17 software?</p> <p>18 A. Yes, it is. It's a separate module.</p> <p>19 Q. When a school district has Edulog's</p> <p>20 boundary planning software, do they necessarily</p> <p>21 also have to have Edulog's routing software?</p> <p>22 A. No, they do not.</p> <p>23 Q. In your previous deposition we talked</p> <p>24 somewhat about different levels of access that</p> <p>25 Laidlaw provides to its school district clients</p>		<p>1 A. That is correct.</p> <p>2 Q. I believe that you also previously</p> <p>3 testified with respect to a different type of what</p> <p>4 Laidlaw referred to as look-up access in which a</p> <p>5 school district receives a copy of the Edulog</p> <p>6 routing software on the school district's computer</p> <p>7 and then receives hand-delivered copies of data</p> <p>8 from time to time; is that correct?</p> <p>9 A. That is correct.</p> <p>10 Q. And that's something that's often</p> <p>11 referred to as the Sneaker Net?</p> <p>12 A. Correct.</p> <p>13 Q. When a school district is receiving</p> <p>14 access through the Sneaker Net, when Laidlaw</p> <p>15 receives upgrades of Edulog's routing software,</p> <p>16 does the school district also receive upgrades of</p> <p>17 that routing software?</p> <p>18 A. Yes. In order for their access to</p> <p>19 continue they have to upgrade. The prior versions</p> <p>20 are not compatible.</p> <p>21 Q. In those circumstances does someone from</p> <p>22 Laidlaw take over a new version and load it on to</p> <p>23 the school district's computer?</p> <p>24 A. Yes.</p> <p>25 Q. Based upon your knowledge, about how</p>	

Education Logistics, Inc., et al. v.  
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Sean O'Halloran - Vol. II  
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09:08:03-09:09:05	Page 88	09:10:39-09:11:58	Page 90
<p>1 often does Edulog come out with a new version of 2 its routing software? 3 A. Usually once a year. 4 Q. I would like to talk about some specific 5 school districts. Do you have any knowledge with 6 respect to whether the school district in the 7 Algiers section of New Orleans has ever had access 8 to Edulog software provided by Laidlaw? 9 A. I don't believe they have. 10 Q. Do you recall ever discussing that with 11 the Algiers--the school district that is in 12 Algiers, New Orleans? 13 A. I've not discussed it directly with the 14 school district. Our rep, Jennifer Keith, was the 15 one who did all the direct communication with the 16 contract manager and the customer. 17 Q. And it's your understanding that it was 18 never set up? 19 A. It was discussed but it was never set up. 20 Q. How do you know it was never set up? 21 A. I guess I can't say it was never set 22 up--well, Jennifer Keith would have had to had my 23 assistance to do it and she never asked me for it. 24 Q. And so since Jennifer never asked you to 25 help her set up the look-up access, it's your</p>		<p>1 Allentown still have access to Edulog software? 2 A. Yes, they do. 3 Q. Who is the user at the school district in 4 Allentown? 5 A. I cannot remember her name. 6 Q. Do you know if Barrington, Rhode Island 7 School District has ever had access to Edulog 8 routing software? 9 A. I'm not sure. The Rhode Island sites I 10 was very minimally involved with. 11 Q. Who would be the best person to talk to 12 about that? 13 A. Don Cameron. 14 Q. Do you have any knowledge as to whether 15 or not the Rhode Island sites had access to Edulog 16 routing software? 17 A. I don't--I don't know. Most of those 18 were converted to another product when I first 19 started working with Laidlaw. 20 Q. Was that Versatrans? 21 A. Yes. 22 Q. About how many of Laidlaw's--to the 23 extent that you know, about how many of Laidlaw's 24 school district customers use some form of routing 25 software or another?</p>	
09:09:20-09:10:25	Page 89	09:12:09-09:13:19	Page 91
<p>1 understanding that no access had been set up? 2 A. That's my understanding. 3 Q. Do you know if the Allentown School 4 District in Pennsylvania ever had access to Edulog 5 routing software? 6 A. Yes, they did. 7 Q. What access did they have? 8 A. They had the remote access where they 9 connected to a server at the Laidlaw office. 10 Q. When did Allentown first get access? 11 A. It would have been 2005. 12 Q. Do you know who set the access up? 13 A. That would have been Jay Makela, and he 14 probably had some assistance from Don Cameron. 15 Q. Did Allentown get full access to the 16 software? 17 A. No, they didn't. 18 Q. What is your understanding of the access 19 that Allentown received? 20 A. That, using the Edulog security module, 21 they were set up with read-only access. 22 Q. Would this have been on Edulog.NT? 23 A. Yes. That's the only flavor of Edulog 24 that they have ever had. 25 Q. To the best of your knowledge, does</p>		<p>1 MS. DAVENPORT: Objection, calls for 2 speculation. 3 A. Last number, I want to say maybe, 4 ballpark, 150. 5 Q. (By Mr. Bull) And what's the basis for 6 that knowledge? 7 A. Just lists I've compiled for Scott Parker 8 throughout the two years that I worked for him, 9 and that's usually the number that I came up with. 10 Q. So when you compiled those lists for 11 Scott Parker, you usually came up with 150 school 12 districts used one routing software or another? 13 A. One or another. 14 Q. How many of those 150 are Edulog, use 15 Edulog? 16 A. I want to say 75 or 80. 17 Q. And are most of those school districts, 18 is the use through Laidlaw's perpetual license? 19 A. Most of them, yes. 20 Q. Would you say over half? 21 A. Yes, over half. 22 Q. After Edulog, what is the second 23 most-used software? 24 A. Versatrans. 25 Q. About how many of the Laidlaw customers</p>	

Education Logistics, Inc., et al. v.  
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09:13:33-09:14:45

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1 use Versatrans routing software?  
 2 MS. DAVENPORT: Objection. Calls for  
 3 speculation.  
 4 A. Well, 150 minus 75. 75, I guess.  
 5 Q. (By Mr. Bull) And you said 75 to 80 for  
 6 Edulog, so—but you think it's about half and  
 7 half?  
 8 A. About half and half. There's a couple  
 9 one offs there, but mostly it's about half and  
 10 half. Maybe a few more Edulog.

11 Q. Does Laidlaw have a policy for  
 12 determining what routing software to use at a  
 13 school district?  
 14 A. No. It's usually the preference of the  
 15 actual location.  
 16 Q. When you say preference of the actual  
 17 location, are you talking about the Laidlaw branch  
 18 location?  
 19 A. It's usually a determination made by the  
 20 contract manager and the regional operations  
 21 manager and higher up, but we don't—we never  
 22 really steered them in one direction. We just  
 23 gave them all their options and they made their  
 24 decision. Usually they had their decision made  
 25 even before they contacted us.

09:14:57-09:15:59

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1 Q. And just so I'm making sure I understand.  
 2 Does the Laidlaw branch usually suggest to the  
 3 school district we think you should use, for  
 4 example, Versatrans on this project?  
 5 A. Yes.  
 6 Q. Do you know if school districts usually  
 7 take the advice of the Laidlaw branch with respect  
 8 to what software to use?  
 9 A. Generally, yes. And also sometimes the  
 10 school district gives their preference and the  
 11 contract manager or the local management will  
 12 abide by their request.

13 MS. DAVENPORT: Sam, you are not trying  
 14 to go into the best efforts issue, are you?  
 15 MR. BULL: I'm not. I'm just trying to  
 16 get a little background and I'm going to go back  
 17 to the school districts.  
 18 MS. DAVENPORT: All right.  
 19 Q. (By Mr. Bull) Do you know if  
 20 Battleground, Washington—the school district for  
 21 Battleground in Washington has ever had access to  
 22 Edulog routing software?  
 23 A. Yes, they have.  
 24 Q. What do you know about that access?  
 25 A. Initially they were set up as what we

09:16:18-09:17:32

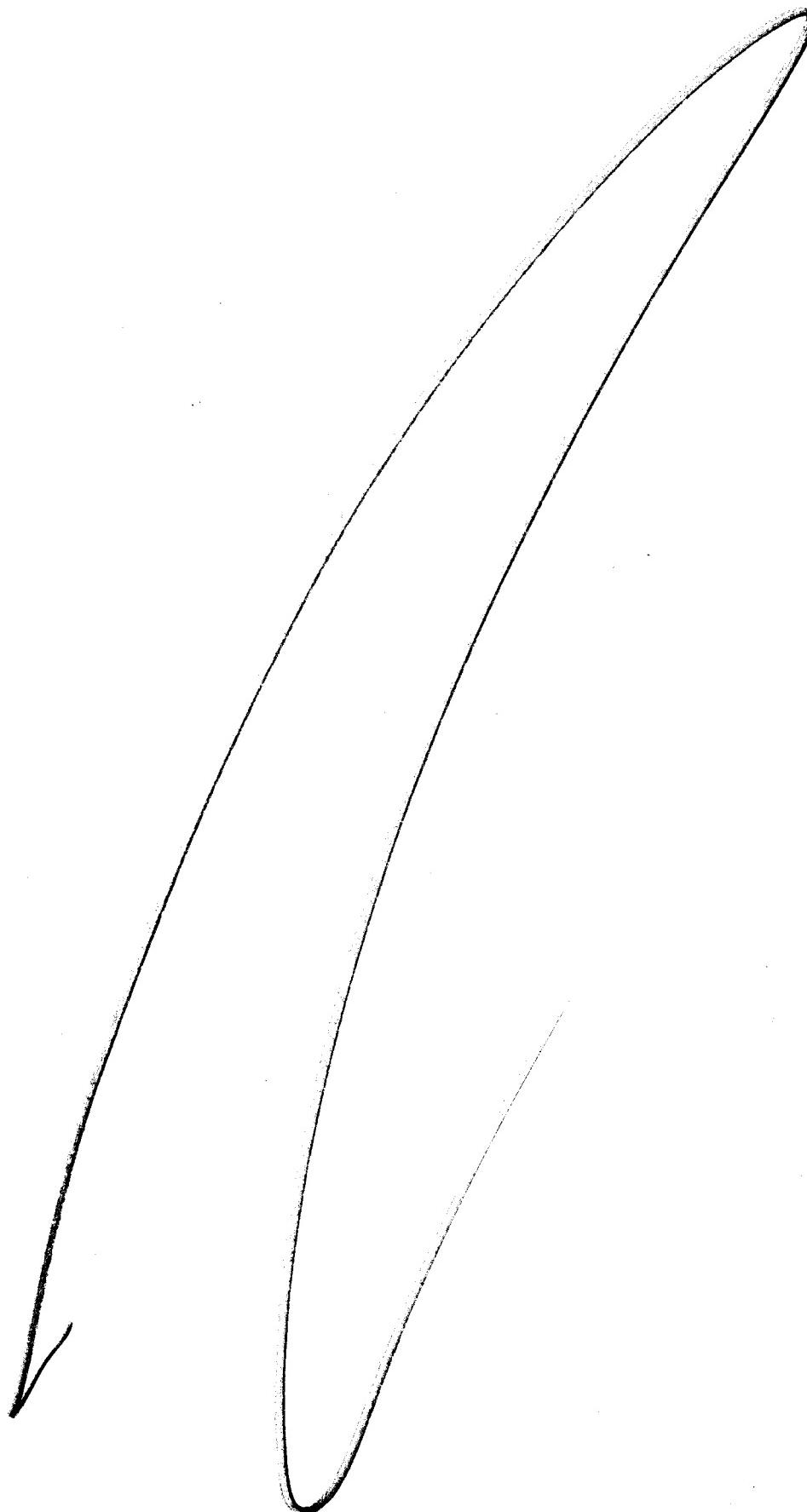
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1 would term Sneaker Net and it was managed as you  
 2 had originally asked a few minutes ago. And then  
 3 their server was replaced with a server capable of  
 4 allowing remote access. And it's my understanding  
 5 that the customer is set up with that remote  
 6 access and the Sneaker Net version was uninstalled  
 7 from their system at the school district.  
 8 Q. When did Battleground first get Sneaker  
 9 Net?  
 10 A. I want to say 2001. They were one of our  
 11 first Edulog.NT implementations.  
 12 Q. And do you know when they got remote  
 13 access?  
 14 A. I want to say that's around 2005.  
 15 Q. And when Battleground had Sneaker Net,  
 16 would they have been able to manipulate the data  
 17 they received by disk?  
 18 A. They might have initially, but once  
 19 Edulog—the version of Edulog that allowed control  
 20 of the levels of access as far as read-only or  
 21 full access, once that—I cannot remember what  
 22 version that was, but once that version was set up  
 23 we made sure that that was enabled such that they  
 24 had read-only access.  
 25 Q. So that would be even when the school

09:17:42-09:18:57

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1 district only had access to old data, you would  
 2 still—your testimony is that you would still set  
 3 it up so they could read-only?  
 4 A. That's correct. And every time their  
 5 data was refreshed, even if somebody had managed  
 6 to hack the system, it's all stored in the data  
 7 and got overwritten anyway.  
 8 Q. What is the--your basis for the assertion  
 9 you just made that even with Sneaker Net Laidlaw  
 10 would configure the software in such a way to  
 11 allow read-only access?  
 12 A. That was a directive that I made to the  
 13 support staff and the implementers.  
 14 Q. Was that a directive you made in writing?  
 15 A. No.  
 16 Q. Are you aware that Sparta, Wisconsin  
 17 still has Sneaker Net access to Edulog routing  
 18 software?  
 19 A. I believe they do. I'm not sure.  
 20 Q. And are you aware that, according to the  
 21 Sparta School District administrator who testified  
 22 in this matter, that she is able to manipulate the  
 23 old data using the Edulog routing software on her  
 24 computer?  
 25 A. I'm not aware of that.



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Attorneys for Plaintiffs Education Logistics, Inc.,  
and Logistics Management, Inc.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
MISSOULA DIVISION

EDUCATION LOGISTICS, INC., a Montana  
corporation, and LOGISTICS MANAGEMENT,  
INC., a Washington corporation,

Cause No. CV-07-06-M-DWM

Plaintiffs,

-vs-

LAIDLAW TRANSIT, INC., a Delaware  
corporation,

DECLARATION OF CRAIG GRIFFITHS  
IN SUPPORT OF PLAINTIFFS' BRIEF IN  
OPPOSITION TO DEFENDANT'S  
MOTION FOR PROTECTIVE ORDER

Defendant.

EXHIBIT

tabbies®

11

CRAIG GRIFFITHS declares as follows:

1. I am an implementation manager for Education Logistics, Inc. ("Edulog").

I am over the age of 18 and am otherwise able to give testimony in this matter.

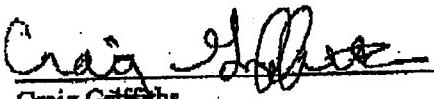
2. Prior to my employment with Edulog, I was previously employed by Laidlaw Transit, Inc. ("Laidlaw") as an implementation manager at Laidlaw Planning Solutions ("LPS") from 1990 to 2007. One of my duties during this time period was to provide recommendations relating to routing software to existing and potential school district customers of Laidlaw.

3. While employed by Laidlaw, I retained numerous electronic documents and emails relating to the relationship between the parties to this lawsuit, and Laidlaw's actions relating to promoting Edulog routing software and competitors' routing software. I provided copies of these documents to Laidlaw before I left.

4. When I suggested that Laidlaw recommend using Edulog routing software in New Orleans rather than the software of VersaTrans, one of Edulog's competitors, Diane Ondorff, my supervisor at Laidlaw, ordered me to telephone VersaTrans's CEO and explain to him why I was recommending Edulog over VersaTrans. I provided at least one email related to this incident to Laidlaw personnel.

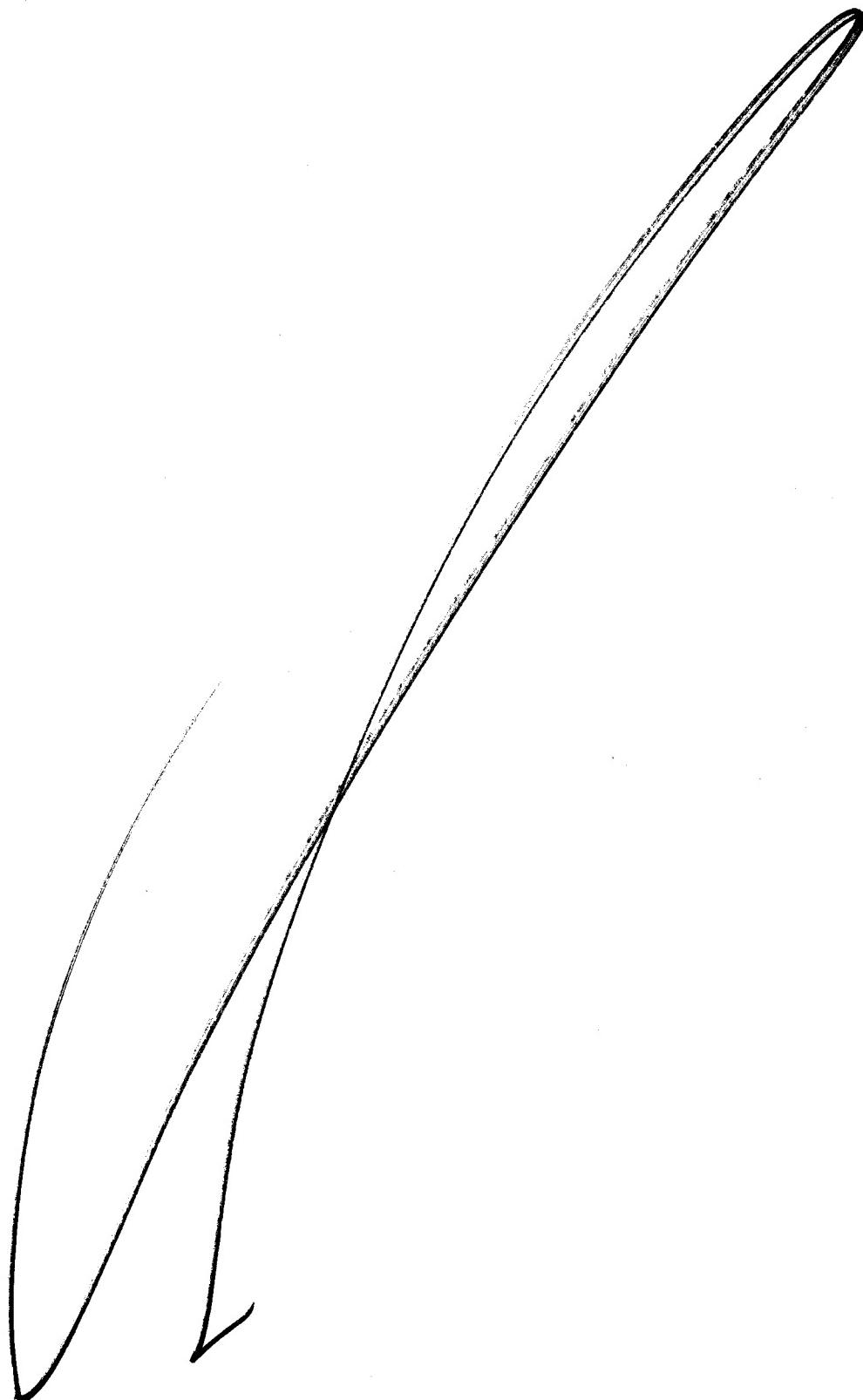
I declare under penalty of perjury that the forgoing is true and correct.

EXECUTED in Missoula, Montana this 15th day of September, 2008.

  
Craig Griffiths

DECLARATION OF CRAIG GRIFFITHS IN SUPPORT OF PLAINTIFFS' BRIEF IN OPPOSITION TO  
DEFENDANT'S MOTION FOR PROTECTIVE ORDER

Page 2 of 2



This Was Printed From The Business Review

## Routing software firms vie for industry top slot

Premium content from The Business Review - by Richard A. D'Errico, The Business Review

Date: Monday, February 5, 2007, 12:00am EST - Last Modified: Thursday, February 1, 2007, 10:08am EST

### Related:

#### Technology

A battle for your child's bus route is brewing.

The nation's two leading companies developing software to help school districts map bus routes, VersaTrans Solution Inc. and Transfinder, are located 10.31 miles apart from each other. Each dominates in its own backyard—VersaTrans in Albany County, Transfinder in Schenectady County—but the real prizes are the 15,000 school districts nationwide.

Together, they've helped topple Education Logistics Inc. in Missoula, Mont., from its No. 1 spot, said Antonio Civitella, Transfinder's president and CEO, making VersaTrans No. 1 and, possibly making Transfinder No. 2.

"It's very ugly," Civitella said. "It's Microsoft and Novell. It's Apple against Microsoft."

"I would characterize it as a very competitive market," said Bill Paul, editor and publisher of School Transportation News, based in Redondo Beach, Calif.

Bus-routing software helps districts determine the best and most efficient routes to take. It can also be updated as variables change, like when a student moves. Some software can even visualize "what if" scenarios, keep track of bus maintenance schedules and track buses in real time. Districts can spend as little as a few thousand dollars to hundreds of thousands of dollars on bus-transportation software.

Paul said it's tough to say who's on top based on revenue because the main companies are privately held, but VersaTrans and Transfinder are recognized leaders in the sector.

"Edulog was there first, I can't dispute that," Paul said. "For many years they were among the first to do this in the mid- 1980s."

VersaTrans and Transfinder had strong years, according to their CEOs.

Transfinder closed 2006 with \$3 million in revenue, up 15 percent from 2005. It added 151 new clients, for a total of 750 districts in 46 states. The company is expanding its space in Schenectady to accommodate growth.

VersaTrans ended 2006 with sales of \$7.1 million and added 131 new clients for a total of 1,260 school districts. In 2005, it reported \$5.6 million in sales, up from \$5 million the previous year. The company has had six consecutive record-breaking quarters.

Edulog, as Education Logistics is known, did not return calls seeking comment.

### The right spin

Just as Microsoft recently released its latest operating system Vista to stay ahead of the curve—or keep up with competition, depending on your perspective—bus-routing companies keep adding to their products



by integrating Global Positioning Systems (GPS) and Geographic Information Systems (GIS), or adding another bit of data to be factored into routing decisions. For example, Civitella said in Washington state a school district has used Transfinder to map around known meth labs.

VersaTrans recently touted that its software now allows users to incorporate the known residences of sexual predators.

"Student safety is the No. 1 concern among our clients," said Doug Hamlin, VersaTrans president and CEO. "They need to take measures to safeguard students before they board the bus, during their bus ride and after exiting the bus."

Terri Fallon, VersaTrans marketing and client-relations director, said as more states enact regulations to prohibit bus stops located within a certain distance—usually 1,000 feet—from a known sexual predator's home, more schools are wanting that information factored into bus-routing decisions.

Civitella said Transfinder's product has had the same capability for a few years, but has not been as public about it.

"When we had it, it was never a major selling feature at the time," Civitella said. "Now it's become more of a selling feature. It's not who has it first anymore. It's who can spin it better first."

"You want to shoot from the hip? Let's face it. There are companies that have great things, but if they're not spinning it correctly, you never know about it. Perhaps we're not spinning it correctly."

VersaTrans and Transfinder go after the same business all the time, said Civitella, but talk of a merger is premature, he said.

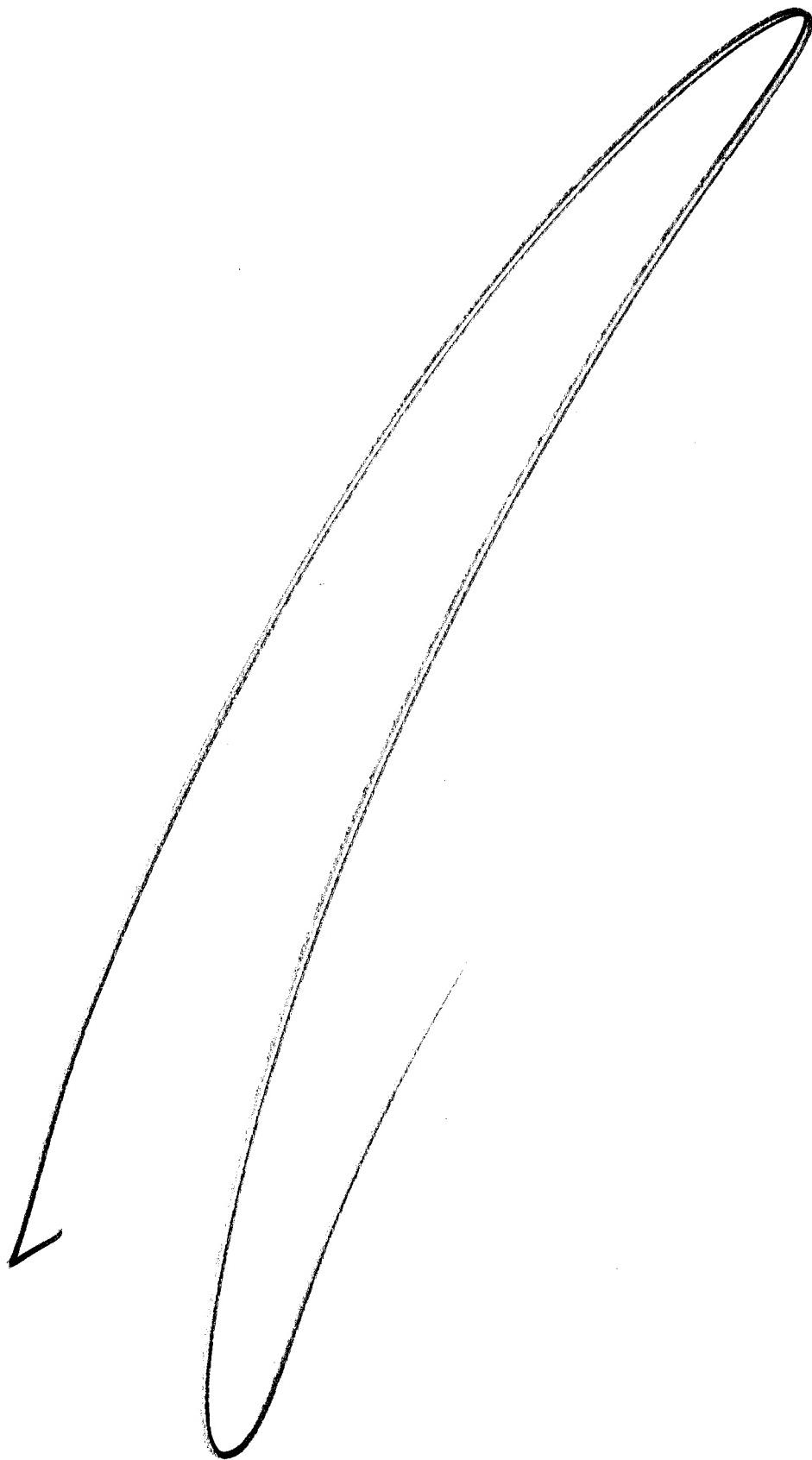
"We're both taking business out of that big one [Edulog]. We both together—not working together but individually. No. 1 isn't No. 1 anymore. We didn't do it as a combined company. We did it as individuals," Civitella said. "We had record years. It's not just one company doing better than the other. When both companies are thriving, that's not the right time for merger talks."

But School Transportation News publisher Paul said things can change rapidly in this industry.

"It changes all the time," he said. "These companies grow by leaps and bounds."

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rderrico@bizjournals.com | 518-640-6807



**FILED**

**JAN 14 2011**

PATRICK E. DUFFY, CLERK  
By \_\_\_\_\_  
DEPUTY CLERK, MISSOULA

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
MISSOULA DIVISION

EDUCATION LOGISTICS, INC., a ) CV 07-06-M-DWM - JCL  
Montana corporation and LOGISTICS )  
MANAGEMENT, INC., a Washington )  
corporation, )  
Plaintiffs, )  
vs. ) ORDER  
LAIDLAW TRANSIT, INC., a Delaware )  
corporation, )  
Defendant. )

Plaintiffs Education Logistics, Inc. and Logistics Management, Inc.'s  
moved to amend the case schedule and continue the trial date. A status conference  
in this case was held on January 14, 2011. It appears good cause exists to amend  
the case schedule. Accordingly,

IT IS HEREBY ORDERED that plaintiffs' motion (dkt # 139) is  
GRANTED. The following schedule will govern all further pretrial proceedings



**Disclosure of Plaintiff's  
Damages Experts and Simultaneous  
Disclosure of Liability Experts:** April 15, 2011

**Disclosure of Defendant's  
Damages Experts:** May 13, 2011

**Discovery Deadline:** July 8, 2011

**Motions Deadline (fully briefed):** August 22, 2011

**Attorney Conference to Prepare  
Final Pretrial Order:** week of September 31, 2011

**Submit Final Pretrial Order,  
Proposed Jury Instructions,  
Proposed Voir Dire Questions,  
and Trial Briefs electronically  
to dwm\_propord@mtd.uscourts.gov  
(Trial Briefs are optional):** November 10, 2011

**Notice to Court Reporter of  
Intent to Use Real-Time:** November 10, 2011

**Notice to I.T. Supervisor of  
Intent to Use CD-ROM or  
Videoconferencing:** November 10, 2011

**Final Pretrial Conference:** November 18, 2011 at 1:30 p.m.  
Missoula, Montana

Jury Trial (7-member jury):

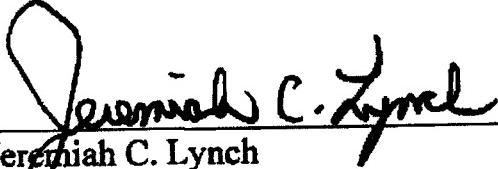
November 28, 2011 at 8:30 a.m.<sup>1</sup>  
Russell Smith Courthouse  
Missoula, Montana

**Continuance of the above deadlines will not be granted, absent compelling reasons. A continuance of any deadline set by this order does not extend any other deadline. Neither the date set for trial nor the date set to file motions will be altered or changed even if the Court authorizes any other date to be changed.**

**IT IS FURTHER ORDERED**, unless otherwise stipulated, plaintiffs shall take no more than 20 depositions, and defendants shall take no more than 20 depositions. Depositions previously taken in the case count towards the 20 deposition limit. But each party is allowed to supplement any deposition previously taken.

**IT IS FURTHER ORDERED** all other provisions of the Court's October 17, 2007 scheduling order (dkt # 25) shall remain in full force and effect.

Dated this 14 day of January 2011.

  
Jeremiah C. Lynch  
United States Magistrate Judge

---

<sup>1</sup>Pursuant to 18 U.S.C. § 3161(h) and Fed.R.Crim.P. 50, criminal matters take priority over civil matters in the event of a conflict. Accordingly, all civil trial settings are subject to the Court's criminal calendar.

